

B.3**B.3. CLINs 0X07, 0X08, 0X09, AND 0X10 DETAILS (DEC 2017)**

CLINs 0X07, 0X08, 0X09, and 0X10 include estimated quantities of composite labor rate hours. The total quantity for each of these CLINS may not exceed the estimate plus 10%.

B.4**B.4. CLINS 0X13 AND 0X15AA-AJ INDIRECT COST PERCENTAGES CEILING (DEC 2017)**

The table below stipulates the indirect cost percentages associated with travel and material that apply under this contract. The Contractor shall use the rate that pertains to a given line item and period when computing the Contractor's indirect costs for the same line item and period. For the purposes of this computation, the term "Contractor" includes any of the Contractor's divisions, subsidiaries, or affiliates.

Fee/Profit shall not be allowable on CLINs/SLINs 0X13 and 0X15.

	Base Year 1	Base Year 2	Base Year 3	Base Year 4	Option Year 1	Option Year 2	Option Year 3
Travel	%	%	%	%	%	%	%
Material - Flight Operations	%	%	%	%	%	%	%
Material - Depot Conditional Maintenance	%	%	%	%	%	%	%
Material - In- Service Repair (ISR)	%	%	%	%	%	%	%
Material - Program Related Logistics (PRL)	%	%	%	%	%	%	%
Material - Non-Standard Repairs	%	%	%	%	%	%	%
Material - Patuxent River	%	%	%	%	%	%	%
Material - Modification Non-Recurring	%	%	%	%	%	%	%
Material - Modification Production	%	%	%	%	%	%	%
Material - Initial Spares	%	%	%	%	%	%	%

B.5**B.5. APPLICABILITY OF 5252.217-9507 OVER AND ABOVE (DEC 2017)**

Clause 5252.217-9507 applies to CLINs 0X07 and 0X09. The process stipulated at paragraph (b) of Clause 252.217-7028 applies for CLIN 0X08.

B.6

B.6. CLIN 0X03 DETAILS (DEC 2017)

CLIN 0X03 represents the dollar value the Government is willing to pay if the Contractor is able to provide an aircraft in accordance with PWS paragraph 5.4.5.

B.7

B.7. ESTIMATED QUANTITIES VERSUS MAXIMUM QUANTITIES (DEC 2017)

Although Section B references "MAX AMOUNTS" for CLINs 0X03, 0X04, 0X05, 0X06, 0X07, 0X08, 0X09, 0X10, 0X11, 0X12, 0X13, and 0X15, these are "ESTIMATED QUANTITIES."

Section C - Descriptions and Specifications

C.1**C.1. PERFORMANCE WORK STATEMENT INCORPORATION (DEC 2017)**

Attachment 1 (the "PWS") is incorporated here by reference with the same force and effect as if set forth in full text.

C.2**C.2. LINE ITEM DETAILS (DEC 2017)**

Line Item	DESCRIPTION	EXTENDED DESCRIPTION
0X01	FIXED FLIGHT HOURS (6,500)	Support Flight Operations and Aircraft Maintenance of TH-57s at NAS Whiting Field up to 6,500 flight hours per month. PWS Paragraphs 5.2.1, 5.3.1, 5.3.2, 5.4.1-5.4.8, 5.5.1-5.5.11, 5.6.1-5.6.15, 5.7.1, 5.7.2, 5.8.1-5.8.5, 5.10.1-5.10.6, 5.11.1, 5.11.2, 5.12.2, 5.12.5, 5.12.7, 5.13.1-5.13.3, 5.14.1, 5.14.2, 5.15.1, 5.16.1-5.16.6, 5.17.1-5.17.13, 5.18.1-5.18.5, 5.19.1, 5.19.2, 5.20.1-5.20.11, 5.21.1, 5.22.1-5.22.4, 5.23.1-5.23.20, 5.24.2-5.24.16, 5.25.1-5.25.6, 5.26.1, 5.26.2, 5.27.1-5.27.3, 5.28.1-5.28.2, 5.30.1-5.30.5, 6.0-6.11, 7.5, 7.6, and 10.0.
0X02	VARIABLE FLIGHT HOURS	All work associated with the PWS paragraphs specified in CLIN 0X01 for flight hours over 6,500/month.
0X02AA	VARIABLE FLIGHT HOURS (1 - 500 FLIGHT HOURS OVER 6,500)	All work associated with the PWS paragraphs specified in CLIN 0X01 for 1 to 500 Flight Hours over 6,500/month.
0X02AB	VARIABLE FLIGHT HOURS (501 - 1,000 FLIGHT HOURS OVER 6,500)	All work associated with the PWS paragraphs specified in CLIN 0X01 for 501 to 1,000 Flight Hours over 6,500/month.
0X02AC	VARIABLE FLIGHT HOURS (1,001 - 1,500 FLIGHT HOURS OVER 6,500)	All work associated with the PWS paragraphs specified in CLIN 0X01 for 1,001 to 1,500 Flight Hours over 6,500/month.
0X03	NON-ROUTINE CONDITION REPLACEMENT AIRCRAFT	Contractor provides replacement aircraft for any aircraft that is down as a result of Government induced maintenance. PWS paragraphs 5.4.5 (IAW pricing note B-6) and 5.6.1-5.6.15.
0X04	WEEKEND/HOLIDAY FLIGHT HOURS (PREMIUM TIME)	Provide Flight Operations support and Aircraft Maintenance for all work associated with the PWS paragraphs specified in CLIN 0001 to provide aircraft for Weekend/Holiday Daily Flight Schedules per PWS paragraph 5.5.
0X05	SCHEDULED DEPOT - AIRCRAFT CONDITION INSPECTION (ACI)	Conduct Depot Level Aircraft Condition Inspections in accordance with PWS paragraphs 5.9.1 through 5.9.8 and Quality Requirements in 5.6.1-5.6.10.
0X06	UNSCHEDULED DEPOT	Perform unscheduled Depot repairs and maintenance in accordance with the PWS.
0X06AA	REPLACE CABIN ROOF	Replace TH-57 Cabin Roof during ACI IAW with PWS Paragraph 5.9.1.1 and Quality Requirements in 5.6.1-5.6.10.
0X06AB	REPLACE FORWARD LOWER SHELL	Replace TH-57 Forward Lower Shell during ACI IAW with PWS Paragraph 5.9.1.1 and Quality Requirements in 5.6.1-5.6.10.
0X06AC	REPLACE AFT LOWER SHELL	Replace TH-57 Aft Lower Shell during ACI IAW with PWS Paragraph 5.9.1.1 and Quality Requirements in 5.6.1-5.6.10.

Line Item	DESCRIPTION	EXTENDED DESCRIPTION
0X06AD	REPLACE CABIN ROOF AND FORWARD LOWER SHELL	Replace TH-57 Cabin Roof and Forward Lower Shell during ACI IAW with PWS Paragraph 5.9.1.1 and Quality Requirements in 5.6.1-5.6.10
0X06AE	REPLACE CABIN ROOF AND AFT LOWER SHELL	Replace TH-57 Cabin Roof and Aft Lower Shell during ACI IAW with PWS Paragraph 5.9.1.1 and Quality Requirements in 5.6.1-5.6.10
0X06AF	REPLACE FORWARD AND AFT LOWER SHELL	Replace TH-57 Forward and Aft Lower Shells during ACI IAW with PWS Paragraph 5.9.1.1 and Quality Requirements in 5.6.1-5.6.10
0X06AG	REPLACE CABIN ROOF AND FORWARD AND AFT LOWER SHELL	Replace TH-57 Cabin Roof and Forward and Aft Lower Shells during ACI IAW with PWS Paragraph 5.9.1.1 and Quality Requirements in 5.6.1-5.6.10
0X07	ON-SITE CONDITIONAL MAINTENANCE	Perform on-site conditional maintenance and repairs of the TH-57 in accordance with PWS paragraphs 5.6.1-5.6.15, 5.8-5.8.1.1, 5.13.1 - 5.13.3, 5.14.1-5.14.2, 5.15.1-5.15.3, 5.16.3, 5.16.4.1, and 5.18.1-5.18.5
0X08	DEPOT CONDITIONAL MAINTENANCE	Perform Depot conditional maintenance and repairs of the TH-57 in accordance with PWS paragraphs 5.6.1-5.6.10, 5.8-5.8.1.1, 5.13.1 - 5.13.3, 5.14.1-5.14.2, 5.15.1-5.15.3, 5.16.3, 5.16.4.1, and 5.18.1-5.18.5.
0X09	OFF-SITE EMERGENCY REPAIR SERVICES	Dispatch a Contractor team and supplies to perform the required off-site maintenance or recovery of downed aircraft in accordance with PWS paragraphs 5.8 and 5.12.1-5.12.7.
0X10	ENGINEERING AND TECHNICAL SERVICES	Provide engineering and technical services in accordance with PWS paragraphs 5.31.1-5.31.7.
0X11	MODIFICATIONS - NON-RECURRING	When directed by the ACO, the Contractor shall provide all services required to develop modifications to aircraft structures, systems, and components in accordance with PWS paragraphs 5.28.3 and Quality Requirements in 5.6.1-5.6.10
0X12	MODIFICATIONS - PRODUCTION	When requested by the PCO, provide all services and material required to accomplish modifications to aircraft structures, systems, and components in accordance with PWS paragraphs 5.28.2 and 5.28.4 and Quality Requirements in 5.6.1-5.6.10
0X13	TRAVEL AND PER DIEM	Travel in support of the TH-57 program requirements specified in PWS paragraphs 5.12.2, 5.30.1.6, 5.30.3, 5.30.5, and 8.0. The Contractor will be reimbursed for travel required in order to perform maintenance outside of a 50 mile radius IAW FAR 31.2 and Section 8.0 of Attachment 1, PWS.
0X14	SATELLITE SITE SUPPORT FOR NAS PAX RIVER	Manage TH-57 parts and material at the satellite site at NAS Patuxent River, MD in accordance with PWS paragraphs 5.0.1, 5.22.1, 5.30.5.2.2, 7.4, and 10.0.
0X15	MATERIAL	This informational CLIN presents SLINs for certain materials. Any other materials not specifically covered by these SLINs are allocable to the relevant line item.
0X15AA	MATERIAL - FLIGHT OPERATIONS	Procure all of the materials needed to satisfy the respective requirements of CLINs 0X01, 0X02, and 0X04.
0X15AB	MATERIAL - DEPOT CONDITIONAL MAINTENANCE	Procure all of the materials needed to satisfy the requirements of CLIN 0X08.
0X15AC	MATERIAL - IN-SERVICE	Procure all of the materials needed to satisfy the respective

Line Item	DESCRIPTION	EXTENDED DESCRIPTION
	REPAIR (ISR)	requirements of CLINs 0X07 and 0X09.
0X15AD	MATERIAL - PROGRAM RELATED LOGISTICS (PRL)	Procure all of the materials needed to satisfy the requirements of CLIN 0X10, excluding those materials required for O-level maintenance.
0X15AE	MATERIAL - NON-STANDARD REPAIRS	Procure all of the materials needed to satisfy the respective requirements of CLINs 0X07 and 0X08.
0X15AF	MATERIAL - PATUXENT RIVER	Procure all of the materials needed to satisfy the requirements of CLIN 0X14.
0X15AG	MATERIAL - MODIFICATION NON-RECURRING	Procure all of the materials needed to satisfy the requirements of CLIN 0X11.
0X15AH	MATERIAL - MODIFICATION PRODUCTION	Procure all of the production materials needed to satisfy the requirements of CLIN 0X12.
0X15AJ	MATERIAL - INITIAL SPARES	Procure all of the initial spare materials needed to satisfy the requirements of CLIN 0X12.
0017	VHF RADIO/ADS-B UPGRADE - TH-57- ECP-7003J ADS-B	Procure and install the A and B kits associated with ECP-TH-57-7003J TH-57B and TH-57C Avionics Upgrade in accordance with the PWS.
0017AA	VHF RADIO/ADS-B UPGRADE - TH-57B INSTALLATION	Install the Government provided A and B kits for TH-57B for TH-57-ECP-7003J IAW PWS paragraph 5.28.6.2 and Quality Requirements in 5.6.1-5.6.10.
0017AB	VHF RADIO/ADS-B UPGRADE - TH-57B INSTALLATION	Install the A and B kits for TH-57B for ECP TH-57-ECP-7003J IAW PWS paragraph 5.28.6.2 and Quality Requirements in 5.6.1-5.6.10.
0017AC	VHF RADIO/ADS-B UPGRADE - TH-57C INSTALLATION	Install the Government provided A and B kits for TH-57C for ECP TH-57-ECP-7003J IAW PWS paragraph 5.28.6.3 and Quality Requirements in 5.6.1-5.6.10.
0017AD	VHF RADIO/ADS-B UPGRADE - TH-57B KIT PROCUREMENT A-KITS	Procure the A kits for TH-57B for ECP TH-57-ECP IAW PWS paragraph 5.28.6.1 and Quality Requirements in 5.6.1-5.6.10.
0017AE	VHF RADIO/ADS-B UPGRADE - TH-57B KIT PROCUREMENT B-KITS	Procure the B kits for TH-57B for ECP TH-57-ECP IAW PWS paragraph 5.28.6.1 and Quality Requirements in 5.6.1-5.6.10.
0018	TRANSITION PHASE-IN	Perform all activities to transition responsibilities from the incumbent to be the TH-57 CLS provider in accordance with PWS paragraphs 5.24.1.1-5.24.1.7.
0X19	TECHNICAL DATA REQUIREMENTS	FOR ITEMS 0X01, 0X05, 0X07, 0X08, 0X10, 0X11, 0X12, 0017, AND 0018 (SEE EXHIBIT A)
0X20	FINANCIAL DATA REQUIREMENTS	FOR ALL OF THE LINE ITEMS IN SECTION B EXCEPT FOR 0X19. (SEE EXHIBIT B.)
0321	TRANSITION PHASE-OUT	Perform all activities to transition responsibilities to the TH-57 CLS successor contractor in accordance with PWS paragraph 5.24.1.8.

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C-TXT-ECMRA REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) INFORMATION (NOV 2017)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom - Telecommunications Transmission (D304) and Internet (D322) ONLY.
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address "<https://www.ecmra.mil>".

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at "<https://www.ecmra.mil>".

Section D - Packaging and Marking

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5252.223-9502 HAZARDOUS MATERIAL (NAVAIR) (APR 2009)

(a) Packaging, Packing, Marking, Labeling and Certification of Hazardous materials for shipment by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and Title 49 Code of Federal Regulations (CFR), Part 100-199 as applicable. In the event of any contradictions between the documents, 49 CFR shall govern or the applicable modal transport regulation.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable modal transport regulations, the regulations shall take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

(c) To ascertain which Department of Defense, or local installation regulations, concerning hazardous materials may have impact on this contract, the contractor should contact: Environmental Manager, 7183 Langley St, Bldg 1416 Milton, FL 32570-6159, (850) 377-0195.

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5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR)(OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR)(JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR)(SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this

contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	N/A
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Origin	Government	Origin	Government
0006	N/A	N/A	N/A	N/A
0006AA	Origin	Government	Origin	Government
0006AB	Origin	Government	Origin	Government
0006AC	Origin	Government	Origin	Government
0006AD	Origin	Government	Origin	Government
0006AE	Origin	Government	Origin	Government
0006AF	Origin	Government	Origin	Government
0006AG	Origin	Government	Origin	Government
0007	Destination	Government	Destination	Government
0008	Origin	Government	Origin	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	N/A	N/A	N/A	N/A
0015AA	Destination	Government	Destination	Government
0015AB	Destination	Government	Destination	Government
0015AC	Destination	Government	Destination	Government
0015AD	Destination	Government	Destination	Government
0015AE	Destination	Government	Destination	Government
0015AF	Destination	Government	Destination	Government
0015AG	Destination	Government	Destination	Government
0015AH	Destination	Government	Destination	Government
0015AJ	Destination	Government	Destination	Government
0017	N/A	N/A	N/A	N/A
0017AA	Destination	Government	Destination	Government
0017AB	Destination	Government	Destination	Government
0017AC	Destination	Government	Destination	Government
0017AD	Destination	Government	Destination	Government
0017AE	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government

0101	Destination	Government	Destination	Government
0102	N/A	N/A	N/A	N/A
0102AA	Destination	Government	Destination	Government
0102AB	Destination	Government	Destination	Government
0102AC	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0104	Destination	Government	Destination	Government
0105	Origin	Government	Origin	Government
0106	N/A	N/A	N/A	N/A
0106AA	Origin	Government	Origin	Government
0106AB	Origin	Government	Origin	Government
0106AC	Origin	Government	Origin	Government
0106AD	Origin	Government	Origin	Government
0106AE	Origin	Government	Origin	Government
0106AF	Origin	Government	Origin	Government
0106AG	Origin	Government	Origin	Government
0107	Destination	Government	Destination	Government
0108	Origin	Government	Origin	Government
0109	Destination	Government	Destination	Government
0110	Destination	Government	Destination	Government
0111	Destination	Government	Destination	Government
0112	Destination	Government	Destination	Government
0113	Destination	Government	Destination	Government
0114	Destination	Government	Destination	Government
0115	N/A	N/A	N/A	N/A
0115AA	Destination	Government	Destination	Government
0115AB	Destination	Government	Destination	Government
0115AC	Destination	Government	Destination	Government
0115AD	Destination	Government	Destination	Government
0115AE	Destination	Government	Destination	Government
0115AF	Destination	Government	Destination	Government
0115AG	Destination	Government	Destination	Government
0115AH	Destination	Government	Destination	Government
0115AJ	Destination	Government	Destination	Government
0119	Destination	Government	Destination	Government
0120	Destination	Government	Destination	Government
0201	Destination	Government	Destination	Government
0202	N/A	N/A	N/A	N/A
0202AA	Destination	Government	Destination	Government
0202AB	Destination	Government	Destination	Government
0202AC	Destination	Government	Destination	Government
0203	Destination	Government	Destination	Government
0204	Destination	Government	Destination	Government
0205	Origin	Government	Origin	Government
0206	N/A	N/A	N/A	N/A
0206AA	Origin	Government	Origin	Government
0206AB	Origin	Government	Origin	Government
0206AC	Origin	Government	Origin	Government
0206AD	Origin	Government	Origin	Government
0206AE	Origin	Government	Origin	Government
0206AF	Origin	Government	Origin	Government
0206AG	Origin	Government	Origin	Government
0207	Destination	Government	Destination	Government
0208	Origin	Government	Origin	Government
0209	Destination	Government	Destination	Government

0210	Destination	Government	Destination	Government
0211	Destination	Government	Destination	Government
0212	Destination	Government	Destination	Government
0213	Destination	Government	Destination	Government
0214	Destination	Government	Destination	Government
0215	N/A	N/A	N/A	N/A
0215AA	Destination	Government	Destination	Government
0215AB	Destination	Government	Destination	Government
0215AC	Destination	Government	Destination	Government
0215AD	Destination	Government	Destination	Government
0215AE	Destination	Government	Destination	Government
0215AF	Destination	Government	Destination	Government
0215AG	Destination	Government	Destination	Government
0215AH	Destination	Government	Destination	Government
0215AJ	Destination	Government	Destination	Government
0219	Destination	Government	Destination	Government
0220	Destination	Government	Destination	Government
0301	Destination	Government	Destination	Government
0302	N/A	N/A	N/A	N/A
0302AA	Destination	Government	Destination	Government
0302AB	Destination	Government	Destination	Government
0302AC	Destination	Government	Destination	Government
0303	Destination	Government	Destination	Government
0304	Destination	Government	Destination	Government
0305	Origin	Government	Origin	Government
0306	N/A	N/A	N/A	N/A
0306AA	Origin	Government	Origin	Government
0306AB	Origin	Government	Origin	Government
0306AC	Origin	Government	Origin	Government
0306AD	Origin	Government	Origin	Government
0306AE	Origin	Government	Origin	Government
0306AF	Origin	Government	Origin	Government
0306AG	Origin	Government	Origin	Government
0307	Destination	Government	Destination	Government
0308	Origin	Government	Origin	Government
0309	Destination	Government	Destination	Government
0310	Destination	Government	Destination	Government
0311	Destination	Government	Destination	Government
0312	Destination	Government	Destination	Government
0313	Destination	Government	Destination	Government
0314	Destination	Government	Destination	Government
0315	N/A	N/A	N/A	N/A
0315AA	Destination	Government	Destination	Government
0315AB	Destination	Government	Destination	Government
0315AC	Destination	Government	Destination	Government
0315AD	Destination	Government	Destination	Government
0315AE	Destination	Government	Destination	Government
0315AF	Destination	Government	Destination	Government
0315AG	Destination	Government	Destination	Government
0315AH	Destination	Government	Destination	Government
0315AJ	Destination	Government	Destination	Government
0319	Destination	Government	Destination	Government
0320	Destination	Government	Destination	Government
0321	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

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52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard selected below.

Title	Number	Date	Tailoring
Quality Management Systems- Requirements for Aviation Maintenance Organizations	AS9110C	1 Nov 2016	None
Naval Aviation Maintenance Program	CNAFINST 4790.2 Series	15 Jan 2017	None

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in--

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require-- (i) Control of such things as design, work operations, in-process control, testing, and inspection; or (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR)(OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Chief of Naval Air Training N4, Detachment NAS Whiting Field, PMA-273, or both collaboratively.

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be

evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled "Supplement to the Exhibits: Contract Data Requirements List (CDRL) Data Submission Rangernet Instructions" (Attachment 3). The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

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5252.246-9517 CONSTRUCTIVE ACCEPTANCE PERIOD (NAVAIR) (MAR 1999)

For the purpose of FAR Clause 52.232-25, "Prompt Payment", paragraph (a)(5)(i), Government acceptance shall be deemed to have occurred constructively on the 30th day after the contractor delivered the supplies or performed the services.

E

E.1. INSPECTION AND ACCEPTANCE OF ADMINISTRATIVE/TECHNICAL DATA AND INFORMATION

Inspection and acceptance of technical data and information will be performed by the Requiring Office identified in BLOCK 6 of DD Form 1423, Contract Data Requirements List (CDRL). If BLOCK 7 of DD1423 is coded "XX", the Requiring Office will electronically accept in RANGERNET. Inspection of administrative/technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Refer to Attachment 3, CDRL Instructions, for approval/disapproval process.

Section F - Deliveries or Performance

F**F.1. ORDERING PERIODS (DEC 2017)**

The dates shown in this section under the heading "Delivery Information," while listed as delivery dates, are actually ordering periods. The periods of performance and delivery dates will be specified in the individual orders.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-DEC-2018 TO 30-NOV-2019	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0002	N/A	N/A	N/A	N/A
0002AA	POP 01-DEC-2018 TO 30-NOV-2019	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0002AB	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0002AC	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0003	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0004	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0005	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0006	N/A	N/A	N/A	N/A

0006AA	POP 01-DEC-2018 TO 30-NOV-2019	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0006AB	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0006AC	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0006AD	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0006AE	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0006AF	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0006AG	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0007	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0008	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0009	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0010	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0011	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0012	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0013	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0014	POP 01-DEC-2018 TO 30-NOV-2019	N/A	MAJOR RANGE AND TEST FACILITY BASE MICHAEL P. O'DONNELL 22347 CEDAR POINT RD. BLDG 2 PATUXENT RIVER MD 20670-1161 (301) 757-2255 FOB: Destination	N00019

0015	N/A	N/A	N/A	N/A
0015AA	POP 01-DEC-2018 TO 30-NOV-2019	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0015AB	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0015AC	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0015AD	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0015AE	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0015AF	POP 01-DEC-2018 TO 30-NOV-2019	N/A	MAJOR RANGE AND TEST FACILITY BASE MICHAEL P. O'DONNELL 22347 CEDAR POINT RD. BLDG 2 PATUXENT RIVER MD 20670-1161 (301) 757-2255 FOB: Destination	N00019
0015AG	POP 01-DEC-2018 TO 30-NOV-2019	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0015AH	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0015AJ	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0017	N/A	N/A	N/A	N/A
0017AA	POP 01-DEC-2018 TO 30-NOV-2019	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155

0017AB	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0017AC	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0017AD	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0017AE	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0018	POP 16-OCT-2018 TO 30-NOV-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0019	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0020	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0101	POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0102	N/A	N/A	N/A	N/A
0102AA	POP 01-DEC-2019 TO 30-NOV-2020	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0102AB	POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0102AC	POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0103	POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0104	POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0105	POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0106	N/A	N/A	N/A	N/A

0106AA POP 01-DEC-2019 TO 30-NOV-2020	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0106AB POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0106AC POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0106AD POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0106AE POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0106AF POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0106AG POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0107 POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0108 POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0109 POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0110 POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0111 POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0112 POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0113 POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0114 POP 01-DEC-2019 TO 30-NOV-2020	N/A	MAJOR RANGE AND TEST FACILITY BASE MICHAEL P. O'DONNELL 22347 CEDAR POINT RD. BLDG 2 PATUXENT RIVER MD 20670-1161 (301) 757-2255 FOB: Destination	N00019

0115	N/A	N/A	N/A	N/A
0115AA	POP 01-DEC-2019 TO 30-NOV-2020	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0115AB	POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0115AC	POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0115AD	POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0115AE	POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0115AF	POP 01-DEC-2019 TO 30-NOV-2020	N/A	MAJOR RANGE AND TEST FACILITY BASE MICHAEL P. O'DONNELL 22347 CEDAR POINT RD. BLDG 2 PATUXENT RIVER MD 20670-1161 (301) 757-2255 FOB: Destination	N00019
0115AG	POP 01-DEC-2019 TO 30-NOV-2020	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0115AH	POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0115AJ	POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0119	POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0120	POP 01-DEC-2019 TO 30-NOV-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0201	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155

0202	N/A	N/A	N/A	N/A
0202AA	POP 01-DEC-2020 TO 30-NOV-2021	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0202AB	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0202AC	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0203	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0204	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0205	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0206	N/A	N/A	N/A	N/A
0206AA	POP 01-DEC-2020 TO 30-NOV-2021	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0206AB	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0206AC	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0206AD	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0206AE	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0206AF	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0206AG	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0207	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155

0208	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0209	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0210	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0211	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0212	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0213	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0214	POP 01-DEC-2020 TO 30-NOV-2021	N/A	MAJOR RANGE AND TEST FACILITY BASE MICHAEL P. O'DONNELL 22347 CEDAR POINT RD. BLDG 2 PATUXENT RIVER MD 20670-1161 (301) 757-2255 FOB: Destination	N00019
0215	N/A	N/A	N/A	N/A
0215AA	POP 01-DEC-2020 TO 30-NOV-2021	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0215AB	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0215AC	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0215AD	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0215AE	POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155

0215AF POP 01-DEC-2020 TO 30-NOV-2021	N/A	MAJOR RANGE AND TEST FACILITY, BASE MICHAEL P. O'DONNELL 22347 CEDAR POINT RD. BLDG 2 PATUXENT RIVER MD 20670-1161 (301) 757-2255 FOB: Destination	N00019
0215AG POP 01-DEC-2020 TO 30-NOV-2021	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0215AH POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0215AJ POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0219 POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0220 POP 01-DEC-2020 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0301 POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0302 N/A	N/A	N/A	N/A
0302AA POP 01-DEC-2021 TO 30-NOV-2022	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0302AB POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0302AC POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0303 POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0304 POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155

0305	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0306	N/A	N/A	N/A	N/A
0306AA	POP 01-DEC-2021 TO 30-NOV-2022	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0306AB	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0306AC	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0306AD	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0306AE	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0306AF	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0306AG	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0307	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0308	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0309	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0310	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0311	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0312	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0313	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155

0314	POP 01-DEC-2021 TO 30-NOV-2022	N/A	MAJOR RANGE AND TEST FACILITY BASE MICHAEL P. O'DONNELL 22347 CEDAR POINT RD. BLDG 2 PATUXENT RIVER MD 20670-1161 (301) 757-2255 FOB: Destination	N00019
0315	N/A	N/A	N/A	N/A
0315AA	POP 01-DEC-2021 TO 30-NOV-2022	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0315AB	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0315AC	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0315AD	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0315AE	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0315AF	POP 01-DEC-2021 TO 30-NOV-2022	N/A	MAJOR RANGE AND TEST FACILITY BASE MICHAEL P. O'DONNELL 22347 CEDAR POINT RD. BLDG 2 PATUXENT RIVER MD 20670-1161 (301) 757-2255 FOB: Destination	N00019
0315AG	POP 01-DEC-2021 TO 30-NOV-2022	N/A	CNATRA DET WHITING FIELD MR. MIKE HARRIS 7480 USS ENTERPRISE STREET SUITE 202 MILTON FL 32570 (850) 623-7548 FOB: Destination	N49155
0315AH	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0315AJ	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155

0319	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0320	POP 01-DEC-2021 TO 30-NOV-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155
0321	POP 01-DEC-2018 TO 31-MAY-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N49155

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR)(SEP 2013)

(a) The contract shall commence on the Effective Date specified on page 1 of this contract and shall continue through the latest period of performance, or PoP, end date specified for CLIN 00XX in Section F. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If DFAR Clause 252.216-7006, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (NAVAIR)(MAR 1999)

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is any quantity with a value of at least \$2,500; the maximum quantity is any quantity with a total value that does not exceed \$400 million.

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibits A and B, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

See Attachment 3: Supplement CDRL Submission RangerNet Instructions.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

See Attachment 3: Supplement CDRL Submission RangerNet Instructions.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.242-7006	Accounting System Administration	FEB 2012

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

- Invoice and Receiving Report (Combo)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

- Not applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	S1110A
Admin DoDAAC	S1110A
Inspect By DoDAAC	S1110A
Ship To Code	Not applicable
Ship From Code	Not applicable
Mark For Code	Not applicable
Service Approver (DoDAAC)	S1110A
Service Acceptor (DoDAAC)	S1110A
Accept at Other DoDAAC	Not applicable
LPO DoDAAC	Not applicable
DCAA Auditor DoDAAC	Not applicable
Other DoDAAC(s)	Not applicable

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Name (or Clause w/Name)	Email	Phone	Role
TBD in each order	TBD	TBD	Acceptor
Contract Specialist	Supplied in definition	Supplied in definition	Contract Specialist – Issue by View Only
See Clause 5252.201-9501 in this section	Supplied in clause	Supplied in clause	COR – Issue by View Only

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

- Not applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5252.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(SEP 2012)

(a) The Technical Point of Contact (TPOC) for this contract is:

Darcy Bruns
CNATRA N4 TH-57 Class Desk
250 Lexington Blvd., Bldg 1
Corpus Christi, TX 78419-5040
Phone: (361) 961-2410
E-mail: darcy.bruns@navy.mil

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).

(c) The contractor may use this technical POC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquiries.

(d) The contractor shall immediately notify the Procuring Contracting Officer in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)
(NAVAIR)(SEP 2012)**

(a) The Contracting Officer has designated Charles "Dan" Lee, who may be reached by phone at (850) 623-7572 or by e-mail at charles.lee@navy.mil, as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities: See these details in the written designation provided separately in accordance with Clause 252.201-7000.

(b) The effective period of the COR designation is the period of performance of this contract.

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(NOV 2017)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
~ Not Applicable ~	

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
42.302(b)(1)	See paragraph (a)(1) above
42.302(b)(3) – (6)	See paragraph (a)(1) above
42.302(b)(11)	See paragraph (a)(1) above

(c) Inquiries regarding payment should be referred to: MyInvoice through the Wide Area Workflow eBusiness Suite: <https://wawf.cb.mil>.

G-TXT-PAY PAYMENT INSTRUCTIONS (APR 2018)

FOR GOVERNMENT USE ONLY					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions— Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and- Materials and Labor- Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the

					available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR

Commercial Items					32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance- Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

Section H - Special Contract Requirements

H.1

H.1. SPECIAL ORDERING PROCEDURES CLIN/SLINS 0X02AA, 0X02AB, & 0X02AC (DEC 2017)

During the ordering periods identified in section F, the SLINs 0X02AA, 0X02AB, and 0X02AC can be ordered successively to increase the number of monthly flight hours over CLIN 0X01 fixed flight hours. During the three month POP for each ordered SLIN, if monthly flight hours exceed the number of flight hours in CLIN 0X01, the cost of those additional flight hours shall be chargeable to the ordered 0X02 SLIN(s).

Example: If the authorized contracting office orders SLINs 0X02AA, and 0X02AB in June, with a POP of June-August, then the Government may exceed the flight hours ordered in CLIN 0X01 during any month of this POP up to the combined total of 1,000 flight hours. In this example, if in August it is determined that additional flight hours are needed above 1,000 flight hours then SLIN 0X02AC may be ordered for the same POP as 0X02AA and 0X02AB, increasing the total available flight hours to 1,500.

In June, 6,300 flight hours were scheduled and did not exceed CLIN 0X01.

In July, 7,000 flight hours were scheduled, which exceeds CLIN 0X01 by 500 flight hours. Therefore, the Contractor will bill the additional hours to SLIN 0X02AA.

In August, 7,400 flight hours were scheduled, which exceeds CLIN 0X01 by 900 flight hours; however no hours remain on SLIN 0X02AA.

Therefore, the Contractor will bill for 500 flight hours to SLIN 0X02AB and 500 flight hours to SLIN 0X02AC. As this is the last month in the three month POP the contractor is entitled to the full amount of ordered SLINs even though all of the ordered flight hours were not flown.

H.2

H.2. SPECIAL ORDERING PROCEDURES CLINS 0X11 & 0X12 (DEC 2017)

Orders pursuant to CLINs 0X11 and 0X12 will be issued utilizing clause 5252.216-9540 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (NAVAIR) (NOV 2003). The total FFP amount of each task order CLIN will be the number of hours required to complete the task(s) multiplied by the fully burdened rate in Section J Attachment 16.

H.3

H.3. SUPPLEMENTAL ORDERING PROCEDURES CLINS 0X13 & 0X15AA-AJ (DEC 2017)

Orders pursuant to CLINs 0X13 and 0X15AA-AJ will be issued utilizing clause 5252.216-9540 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (NAVAIR) (NOV 2003). The total cost of each task order CLIN will be inclusive of the travel or material costs and then burdened by the applicable indirect cost percentages in B.4.

The Contractor will be reimbursed for its actual direct costs, regardless of whether the costs are incurred by the prime or subcontractor, and the indirect cost percentages (set forth in B.4) applied to its actual direct cost.

Pursuant to FAR 42.707, the Government will not be obligated to pay any additional amount should the final indirect cost percentages exceed the ceiling percentages in B.4. In the event the final indirect cost percentages are less than those set forth in B.4, the rates will be reduced to conform with the lower rates.

H.4

H.4. AIRCRAFT CONDITION INSPECTION (ACI) AND REPAIR TURN AROUND TIME (TAT) INCENTIVE (DEC 2017)

(a) Definitions. As used in this clause, the following terms have the meanings assigned to them:

(1) "*Performance Outcome*" means the nearest whole number to the metric that the Contractor achieved in performing against the Standard after rounding (i) up if the digit in the tenths position of that metric is five or more and (ii) down if that digit is below five.

(2) "*Price*" means the total price shown for the applicable Line Item 0X05 in Section B.

(3) "*Standard*" means the turn-around-time standard specified at Paragraph 5.9.7 of Attachment 1.

(b) Line Item Payment.

(1) Amount Determination. The Government will pay the Contractor up to \$600,000 more or less than the Price based on a comparison between the Standard and the Performance Outcome. The Government will apply the formula immediately below to determine this payment amount:

$$\text{Payment} = \text{Price} + (10,000 \times (\text{Standard} - \text{Performance Outcome}))$$

(2) Illustrations.

(i) Performance Outcome matches Standard. If the Price is \$500,000 and the Performance Outcome is 190, the payment amount will be \$500,000.

(ii) Performance Outcome less than Standard. If the Price is \$500,000 and the Performance Outcome is 185 days, the payment amount will be \$550,000 after adding a \$50,000 incentive to the Price.

(iii) Performance Outcome greater than Standard. If the Price is \$500,000 and the Performance Outcome is 196 days, the payment amount will be \$440,000 after subtracting a \$60,000 disincentive from the Price. Performance Outcome significantly less than Standard. If the Price is \$500,000 and the Performance Outcome is 120 days, the payment amount will be \$1,100,000 after adding a \$600,000 incentive to the Price. The payment amount will not be \$1,200,000 after adding a \$700,000 incentive to the Price since the Price may not be increased or decreased by more than \$600,000.

H.5

H.5. DAILY FLIGHT SCHEDULE DIS-INCENTIVE (DEC 2017)

PWS Reference Section 5.4.1.

The Contractor shall meet the requirements of the Daily Flight Schedule. Incomplete training events due to maintenance, excluding engine depot level maintenance and repair, will result in the reduction of \$500 per event in the Fixed Price Flight Hour CLIN 0X01 if a replacement aircraft is not provided within 45 minutes of the aircraft being parked and shut down.

The monthly invoice for CLIN 0X01 will be decremented by the number of incomplete training events due to maintenance multiplied by \$500. The decrement will apply for incomplete training events due to maintenance up to 4% of the total events scheduled where the percent of incomplete training events due to maintenance is calculated as follows:

$$\frac{(\text{Number of incomplete training events due to maintenance} / \text{Total number of events scheduled}) \times 100}{\text{Percent of incomplete training events due to maintenance}} =$$

H.5 Example

At the end of the calendar month, the Daily Flight Schedule has scheduled 5,400 training events. The number of incomplete training events due to maintenance is 216.

$$(216 / 5,400) \times 100 = 4.00\%$$

Any incomplete training events due to maintenance above the 4% will not be used to calculate the decrement.

H.6

H.6. CORRECTIVE ACTION REQUESTS (CARs) DISINCENTIVE (DEC 2017)

The Contractor shall meet the quality requirements outlined in paragraph 5.6.1 of the PWS. The Government will evaluate the Contractor's performance and make annual decrements IAW the criteria in this clause, the PWS and Attachment 8. All calculations for the CARs assume a 12 month evaluation period starting with the first day of

CLIN performance, except for the first year of the contract. For the first year of the contract the evaluation period will start three (3) months after the end of the transition period and be for a period of nine (9) months.

H.7

H.7. GROUND ENGINE OPERATIONS WAIVER ADJUSTMENT (DEC 2017)

In accordance with DCMAINST 8210.1/NAVAIRINST 3710.1 and OPNAV 3710.7, this contract mandates that ground engine operations shall only be performed by pilots current and qualified in the aircraft. Any waiver requests to deviate from this requirement must be submitted in accordance with the waiver procedures set forth in the aforementioned Instructions. Should the contractor choose to pursue and receive waivers for this requirement, which would allow for engine-turned qualified ground maintenance personnel to perform these ground engine operation functions, the Contractor hereby agrees to execute a bilateral modification to the contract to reflect all cost savings resulting from use of this waiver. In accordance with FAR 52.243-1, Changes Fixed-Price, the process set forth in this clause will be utilized by the parties on a downward adjustment basis only for any such cost adjustment. In the event a bilateral agreement cannot be reached this clause does not waive the Government's rights already set forth under FAR 52.243-1.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY(IT) (NAVAIR)(NOV 2017)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: https://navalforms.documentservices.dla.mil/formsDir/_OPNAV_5239_14_7631.pdf. Instruction Note: SAAR-N forms are required to be downloaded and then completed. The "E-MAIL SUBMIT" button on the SAAR-N form is not to be used.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
 - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
 - (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
 - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
 - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

5252.216-9512 PAPERLESS CONTRACTING (NAVAIR)(JUN 2009)

(a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.

(b) To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

5252.216-9534 TASK ORDER PROCEDURES (NAVAIR)(OCT 2005)

(a) The following activity (ies) or individual(s) is/are designated as Ordering Officer(s):

- DCMA Aircraft Integrated Maintenance Operations ("AIMO")-St Augustine, FL, HQ0338
- NAWCTSD, N61340

The above activity (ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may only be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. For task orders with an estimated value of greater than \$1,000, the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (ii) overtime hours by labor category,
- (iii) proposed completion or delivery dates,
- (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (v) dollar amount and type of any proposed subcontracts, and
- (vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

- (A) notify the Ordering Officer immediately,
- (B) submit a proposal for the work requested in the task order,

(C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation paragraphs (b) and (c) of FAR Clause 52.232-20, Limitation of Cost are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within 45 working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within 45 working days from the time of the oral communication amending the order.)

5252.216-9540 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (NAVAIR)(NOV 2003)

(a) Unless the procedures in paragraphs (b) and (c) are utilized orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally unpriced order.

(1) The unilaterally unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(2) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order.

(3) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule.

(4) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally unpriced order that establishes the

Government's total estimated cost for the order. This price will remain in effect unless the contractor requests to negotiate the price by submission of a proposal.

(5) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes".

(c) For orders under \$100,000, the procedures for reaching agreement are as follows:

(1) The Ordering Officer shall issue a fully funded, unilaterally executed order representing a firm order for the total requirement.

(2) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the order, the contractor shall:

- (i) notify the Ordering Officer within three working days
- (ii) submit a proposal for the work requested in the order,
- (iii) not commence performance until such time that the differences between the order and contractor's proposal are resolved and a modification, if necessary, is issued.

5252.217-9507 OVER AND ABOVE WORK REQUESTS (NAVAIR) (OCT 2005)

(a) These procedures apply when the contractor identifies needed repairs that are over and above the requirements of the contract and recommends corrective action during contract performance in accordance with DFARS 252.217-7028, "Over and Above Work".

(b) The contractor shall prepare and submit the applicable Over and Above Work Request (OAWR) Form similar to the one attached to this contract to the ACO, via the COR, for authorization to proceed. The contractor shall use the OAWR to describe the over and above work that needs to be performed, including any parts and materials, in such detail as necessary to permit a thorough evaluation. The contractor shall attach competitive subcontractor quotes, or, if such quotes are not available, the contractor shall justify the total cost by specifying direct hours by labor category, as well as the type, quantity and cost of the material needed to perform the repair or replacement. The contractor shall also propose a schedule to complete the needed repair or replacement.

(c) The COR will review the OAWR submitted by the contractor, and then forward the form to PMA-273 with a recommendation of approval or disapproval, with one copy to ACO. The COR will annotate the form with the reasons for the recommendation.

(d) The ACO shall take one of the following actions:

(1) Disapprove the OAWR. In this event, the OAWR will be returned to the contractor. A copy will also be provided to the COR.

(2) Authorize the OAWR. In this event, a modification (Standard Form 30) will be issued. Upon issuance of the modification, the contractor shall proceed with the repair or replacement effort.

(e) To the maximum extent practical, a FFP will be negotiated for this effort prior to the start of the work. In the event that the urgency of the effort does not permit the negotiation of an FFP, then the authorizing modification will establish not-to-exceed (NTE) prices. A sub-line item, under the OAWR line item, will be established to fund the effort. The Government is not responsible for any costs incurred by the contractor that exceed the NTE price established by the modification.

(f) Modifications to an OAWR will be effected by Standard Form 30.

(g) If the OAWR is issued on an NTE basis, the contractor shall promptly submit a proposal for the OAWR to the ACO. The ACO is responsible for negotiating a FFP for the OAWR and issuing an appropriate modification which establishes a FFP for that amount. The definitizing modification should include the following information:

- (1) Reference to the OAWR and modification number and any later modification, which relates to that OAWR.
- (2) The applicable ACRN and fund citation provided in the Accounting and Appropriation Data Block. Any excess funds are to be deobligated.

5252.223-9501 MATERIAL SAFETY DATA SHEET (MSDS)(NAVAIR) (APR 2009)

- (a) The contractor shall forward an electronic copy of the Material Safety Data Sheet (MSDS) required under FAR Clause 52.223-3, "Hazardous Material Identification and Material Safety Data", to Mar-navyhmirs@med.navy.mil and the Naval Inventory Control Point (NICP) at wraps.prime.fct@navy.mil.
- (b) One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)

- (a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.
- (b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

Office of Counsel, Code K00000D
Naval Air Warfare Center Weapons Division
1 Administration Circle, Stop 1009
China Lake, California 93555-6100

- (c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.
- (d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.
- (e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

5252.227-9505 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR)(AUG 1987)

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR)(FEB 2009)

- (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.
- (b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.
- (c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

5252.228-9500 ADDITIONAL DEFINITIONS WITH RESPECT TO "GROUND AND FLIGHT RISK" CLAUSE (NAVAIR) (DEC 1991)

For the purpose of complying with the "Ground and Flight Risk" clause, the contractor's premises shall be deemed to be—

- (1) NAS Whiting Field, located in Milton, FL and
- (2) DynCorp International Depot Facility, 22378 Billie Blackmon Road, Andalusia, AL.

5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)

The following types of insurance are required in accordance with the clause entitled FAR 52.228-5, "Insurance--Work on a Government Installation" or 52.228-7, "Insurance--Liability to Third Persons" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013) - ALT I (OCT 2013)

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(b) Travel Approval Process. No prior approval is required for travel under this contract.

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractors documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)

(a) The term "material" includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

(b) Prior written approval of the COR shall be required for all purchases of materials. If the contractor's proposal submitted for a task order includes a list of materials with associated prices, then the COR's acceptance of the contractor's proposal shall constitute written approval of those purchases.

(c) The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

5252.243-9505 ENGINEERING CHANGES (NAVAIR)(OCT 2005)

(a) After contract award, the Contracting Officer may solicit, and the contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, or to resolve increased data processing requirements. If the proposed changes are acceptable to both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance costs, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with the "Changes" clause.

(f) The contractor is requested to identify specifically any information contained in its engineering change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-21	Basic Safeguard of Covered Contractor Information Systems	JUN 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-11	Cost Contract--No Fee	APR 1984
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9 Alt II	Small Business Subcontracting Plan (AUG 2018) Alternate II	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-17	Nondisplacement of Qualified Workers	MAY 2014

52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-60	Paycheck Transparency (Executive Order 13673)	OCT 2016
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (May 2011) Alternate I	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-13	Acquisition of EPEAT - Registered Imaging Equipment (Jun 2014)	JUN 2014
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer Products	OCT 2015
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.223-20	Aerosols	JUN 2016
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-25 Alt I	Prompt Payment (Jan 2017) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013

52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	AUG 2018
52.245-1	Government Property	JAN 2017
52.245-1 Alt I	Government Property (JAN 2017) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.217-7028	Over And Above Work	DEC 1991
252.219-7003 (Dev)	Small Business Subcontracting Plan (DOD Contracts) (Deviation 2018-O0007)	APR 2018

252.219-7004	Small Business Subcontracting Plan (Test Program)	APR 2018
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.228-7001	Ground And Flight Risk	JUN 2010
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (DEVIATION 2018-O0015) (MAY 2018)

- (a) The requirements of paragraphs (b) and (c) of this clause shall –
- (1) Become operative only for any modification of a subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed \$750,000, or any modification of a subcontract that awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed \$2 million; and
 - (2) Be limited to such modifications.
- (b) Unless an exception under FAR 15.403-1 applies, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price)–
- (1) Before modifying any subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed \$750,000, or
 - (2) Before modifying any subcontract that was awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed \$2 million.
- (c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds \$2 million

(End of clause)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) – ALT III (OCT 1997)

- (a) Exceptions from certified cost or pricing data.
- (1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--
 - (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii) Information on modifications of contracts or subcontracts for commercial items.
 - (A) If--
 - (1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Unless otherwise specified in a given solicitation, software files in a format compatible with (1) Microsoft Word, Excel, or both or (2) Adobe Acrobat Reader DC.

52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at

<https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$250 million;

(2) Any order for a combination of items in excess of the total value of every line item in Section B; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and

Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after this contract has been expired for more than 230 days.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least 30 days prior to this contract's expiration date.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to this contract's expiration date; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4.75 years.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class

Monetary Wage-Fringe Benefits

(034) PENSACOLA, FL

Labor Category	Gov't Equivalent - Pay Scale	Hourly Rate	Hourly Rate + Fringe Benefits
Aircraft Issuer/Dispatcher	WG-5	\$16.80	\$22.32
Aircraft Painter	WG-9	\$23.05	\$30.62
Aircraft Washer	WG-5	\$16.80	\$22.32
Aircrew Survival Equip Tech I	GS-7	\$16.34	\$21.70
Aircrew Survival Equip Tech II	GS-9	\$19.98	\$26.55
ALSS QA Inspector	WG-12	\$27.21	\$36.15
Chief Pilot/Flight Safety Official (AWD-15070)	GS-12	\$28.98	\$38.50
Component Rep S/M Mechanic I	WG-10	\$24.58	\$32.65
Component Rep S/M Mechanic II	WG-11	\$25.85	\$34.34
Conditional Maint Struct Mech I	WG-10	\$24.58	\$32.65
Conditional Maint Struct Mech II	WG-11	\$25.85	\$34.34
Custodial Services/Janitor	WG-2	\$12.10	\$16.07
Data Analyst/Reports Coordinator	GS-7	\$16.34	\$21.70
Financial Specialist	GS-9	\$19.98	\$26.55
GSE Mechanic I	WG-9	\$23.05	\$30.62

GSE Mechanic II	WG-10	\$24.58	\$32.65
Inter Maint A/C Struct Mech II	WG-11	\$25.85	\$34.34
Lead Acid Battery Tech II	WG-7	\$19.91	\$26.45
Logs and Records Clerk	GS-3	\$10.50	\$13.95
Logs and Records, Lead	GS-4	\$11.79	\$15.66
Maint Control Coordinator	WG-5	\$16.80	\$22.32
Maintenance Control Lead	WG-5 + 10%	\$18.48	\$24.55
Maintenance Records Clerk	GS-3	\$10.50	\$13.95
Material Expediter	WG-7	\$19.91	\$26.45
Mechanic I	WG-10	\$24.58	\$32.65
Mechanic II	WG-11	\$25.85	\$34.34
Mechanic II, Lead	WG-11 + 10%	\$28.44	\$37.78
Org Aircraft Mech I	WG-10	\$24.58	\$32.65
Org Aircraft Mech II	WG-11	\$25.85	\$34.34
Org Aircraft Mech III	WG-12	\$27.21	\$36.15
Org Aircraft Mech IV	WG-12 + 10%	\$29.93	\$39.76
Org Maint Av Tech II	WG-11	\$25.85	\$34.34
Org Maint Av Tech III	WG-12	\$27.21	\$36.15
Org Maint Control Clerk	WG-5	\$16.80	\$22.32
Organizational Maintenance Lead	WG-12 + 10%	\$29.93	\$39.76
Pilots	GS-12	\$28.98	\$38.50

Plane Captain	WG-10	\$24.58	\$32.65
Plane Captain Helper	WG-5	\$16.80	\$22.32
QC Inspector	WG-12	\$27.21	\$36.15
Safety Coordinator	WG-8	\$21.52	\$28.59
Tech Pub Librarian/Training Coordinator	GS-8	\$18.09	\$24.03
Technician I	GS-3	\$10.50	\$13.95
Technician II	GS-4	\$11.79	\$15.66
Tool & Parts Attendant	WG-5	\$16.80	\$22.32
Warehouse Specialist	WG-5	\$16.80	\$22.32

52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-O0015) (MAY 2018)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall—

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become

applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$2 million, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2012) - ALT III (APR 2003)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing

payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

- (i) In accordance with the terms and conditions of a subcontract of invoice; and
- (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
- (ii) Costs incurred by subcontractors or suppliers.
- (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers; except for--

- (A) completed work, including partial deliveries, to which the Contractor has acquired title; and
- (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidation's and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's --

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property.

Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost. (see 45.101)

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

- (h) Special terms regarding default. If this contract is terminated under the Default clause,
- (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and
 - (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
- (i) Reservations of rights.
- (1) No payment or vesting of title under this clause shall --
 - (i) Excuse the Contractor from performance of obligations under this contract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
 - (2) The Government's rights and remedies under this clause --
 - (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
 - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
 - (j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
 - (1) The amounts included are limited to --
 - (i) The unliquidated remainder of financing payments made; plus
 - (ii) Any unpaid subcontractor requests for financing payments.
 - (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.
 - (3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments --
 - (i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;
 - (ii) Are at least as favorable to the Government as the terms of this clause;
 - (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
 - (iv) Are in conformance with the requirements of FAR 32.504(e); and
 - (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
 - (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments --
 - (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
 - (ii) Are in conformance with the requirements of FAR 32.504(f); and
 - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
 - (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments --
 - (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;
 - (ii) Are in conformance with the requirements of FAR 32.504(g); and
 - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
 - (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(n) The provisions of this clause will not be applicable to individual orders at or below the simplified acquisition threshold.

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;

- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
- (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--
 - (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
 - (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.
- NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost- reimbursement or incentive contracts, or to combinations thereof.

52.244-2 SUBCONTRACTS (OCT 2010)

- (a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: [Enter subcontractor's names, if applicable]

(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Certified Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

None Listed

52.248-1 VALUE ENGINEERING (OCT 2010)

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) *Definitions.*

"Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either--

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of

options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon--

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	25	25
Incentive (fixed-price or cost)(other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement ([includes cost-plus-award-fee; excludes other cost-type incentive Contracts])	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the

target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by--

(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and

(ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by--

(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;

(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and

(iii) Multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$150,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2016)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud hotline poster prepared by the DoD Office of the Inspector General, in effect at the time of contract award, in common work areas within business segments performing work Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:--

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations - Hotline, 245 Murry Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or is also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

(d) Subcontracts. The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the Effective Date specified on the cover page of this contract through the date when this contract expires.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.
MATERIAL (If None, Insert "None.") ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address:

- Susan Vaughan
DynCorp International
13601 N Freeway
Fort Worth, TX 76177
(817) 224-1648

Government Remittance Address:

- Global Distance Support Center
Naval Supply Systems Command
5450 Carlisle Pike
PO Box 2050
Mechanicsburg, PA 17055-0791

Phone: 1-877-418-6824

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR)(OCT 2005)

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Naval Air Station Whiting Field. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to the COR identified in Clause 5252.201-9501, using the address that clause supplies. All losses are to have the permanent badges returned to the same COR on the last day of the individual's task requirement.

Section J - List of Documents, Exhibits and Other Attachments

J

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List (Technical)	47	11-Oct-2018
Exhibit B	Contract Data Requirements List (Financial)	7	11-Oct-2018
Attachment 1	Performance Work Statement	82	12-Apr-2018
Attachment 2	Real Property	1	26-Jan-2017
Attachment 3	Supplement CDRL Submission Rangernet Instructions	2	15-Oct-2018
Attachment 4	TH-57 Government Inventory	1,114	11-Oct-2018
Attachment 5	TH-57 Government Property	290	4-Oct-2018
Attachment 6	Flight Schedule Template 240 events	1	7-Aug-2017
Attachment 7	Flight Schedule Template 260 events	1	7-Aug-2017
Attachment 8	H.6 Incentive Calculations	2	7-Nov-2017
Attachment 9	CSDR Plan	17	9-Oct-2018
Attachment 10	Common Access Card Procedures	6	18-Aug-2017
Attachment 11	Quality Control Program Plan	72	13-Jun-2018
Attachment 12	Small Business Subcontracting Plan	16	7-Aug-2018
Attachment 13	Wage Determination, Number CBA-2017-9981 (with the applicable CBA)	1	15-May-2017
Attachment 14	Wage Determination, Number CBA-2018-11282 (with the applicable NASWF TH-57 CBA)	1	7-May-2018
Attachment 15	Wage Determination Number 2015-4562	12	10-Jan-2018
Attachment 16	CLINs 0X11 and 0X12 Labor Rates	12	28-Jun-2018
Attachment 17	Wage Determination Number 2015-4633	11	3-Jul-2018